

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

BENJAMIN ADAMS, and

SUZANNA ADAMS

v.

Plaintiffs

CONELIUS FLUNORY and

GUARANTEED EXPRESS INCORPORATED :

and RYDER TRUCK RENTAL, INC. :

Defendants :

CIVIL ACTION - LAW

NO. 3:17-CV-1198

JURY TRIAL DEMANDED

**FILED
SCRANTON**

JUL - 7 2017

PER
DEPUTY CLERK

NOTICE AND PETITION FOR REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Defendants, Conelius Flunory and Guaranteed Express, Incorporated, by and through their attorneys, Kelly Grimes Pietrangelo & Vakil, P.C., submit this Notice and Petition for Removal from the Court of Common Pleas of Luzerne County, Pennsylvania, in which the above-captioned matter is now pending, to the United States District Court for the Middle District of Pennsylvania. In support of said Petition, Defendants state as follows:

Nature of Action and Procedural History

1. On June 16, 2017, Plaintiff filed a civil action Complaint in the Court of Common Pleas of Luzerne County, Pennsylvania, alleging that Plaintiff sustained personal injuries arising out of a motor vehicle accident that occurred on October 25, 2015. A true and correct copy of Plaintiff's Complaint is attached hereto as Exhibit "A".

Timeliness of Removal

2. This Notice of Removal is timely filed in compliance with 28 U.S.C. §

1446(b) as it is within thirty (30) days from June 22, 2017, the date the Complaint was served on Defendant, Guaranteed Express, Incorporated.

Diversity of Citizenship

3. Plaintiffs asserts that they reside at 29 Neville Road, Moscow, Lackawanna County, Pennsylvania. See Exhibit "A" at paragraph 1.

4. Plaintiff alleges that the Defendant, Conelius Flunory resides at 1360 Glyndon Drive, Virginia Beach, VA 23464 See Exhibit "A" at paragraph 2.

5. Plaintiffs allege that Defendant, Guaranteed Express, Incorporated, is a business entity with a registered agent at The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801. See Exhibit "A" at paragraph 3.

6. Plaintiffs allege that the Defendant, Ryder Truck Rental, Inc., is a Florida corporation with a place of business at 11690 NW 105th Street, Miami, FL 33178.

7. Pursuant to 28 U.S.C. § 1332, complete diversity exists between the Plaintiffs and the Defendants in this action.

Amount in Controversy

8. Defendants assert that the amount in controversy exceeds seventy five thousand dollars, (\$75,000.00) exclusive of interest and costs.

9. In their Complaint, Plaintiffs allege that as a result of the subject accident, Plaintiff Benjamin Adams sustained neck injury and pain; back injury and pain; left arm injury, pain and swelling; left leg injury, pain and abrasion; left ankle injury, pain, sprain and swelling; right ankle injury, pain, sprain and swelling; headaches and general loss of

well-being. See Exhibit "A" at paragraph 20 and its subparagraphs.

10. As a result of these injuries, Plaintiffs allege that Plaintiff Benjamin Adams required medical care and treatment, including emergency medical treatment at the scene, ambulance transport, emergency room treatment, diagnostic testing, medications, can walker boot and various medical services; that he has incurred expenses for the medical attention and care; that he will be obliged to continue to expend such sums for an indefinite period of time in the future; that he has lost earnings and will have an impairment of his earning capacity; that he has suffered property damage to his Jeep, trailer and the contents of the trailer; that Plaintiff, Suzanna Adams suffered damages related to a loss of consortium of her husband, Benjamin Adams. See Exhibit "A" at paragraphs 24 through 27.

11. Although Plaintiffs make a demand for an amount in excess of the compulsory arbitration limits, based upon a review of the allegations and relief sought by the Plaintiffs, including Plaintiff Benjamin Adams' alleged extensive and permanent injuries, as well as Plaintiff Suzanne Adams' claim for loss of consortium, Defendants assert that the amount in controversy exceeds \$75,000. See Exhibit "A" at *ad damnum* clause.

Plea for Removal

12. There is complete diversity of citizenship and the amount in controversy exceeds the jurisdictional requirement of \$75,000; therefore, this Court has subject matter jurisdiction over the action pursuant to 28 U.S.C. § 1332 and removal of this action to this

Court is proper pursuant to 28 U.S.C. § 1441.

13. The Luzerne County Court of Common Pleas is located within the Middle District of Pennsylvania. Removal is proper to this Court pursuant to 28 U.S.C. § 1441(a) because it is the "district and division embracing the place where such action is pending."


14. Defendants have, contemporaneously with the filing of this Notice of Removal, given written notice to all counsel and unrepresented parties.

15. Promptly after filing this Notice of Removal in this Honorable Court, a copy of this Notice of Removal will be filed with Prothonotary of the Court of Common Pleas of Luzerne County, Pennsylvania, in accordance with 28 U.S.C. § 1446(d).

WHEREFORE, Defendants, Conelius Flunory and Guaranteed Express, Incorporated, respectfully request that this civil action be removed from the Court of Common Pleas of Luzerne County to the United States District Court for the Middle District of Pennsylvania.

KELLY GRIMES PIETRANGELO & VAKIL, P.C.

DATE:


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